

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorization to Enter into a Joint Facilities Agreement Between Seminole County and the City of Casselberry in Conjunction with the Anchor Road Drainage Improvement Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Mark Flomerfelt

EXT: 5709

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Joint Facilities Agreement between the City of Casselberry and Seminole County in conjunction with the Anchor Road Drainage Improvement Project (Capital Improvement Project #00209102).

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

Anchor Road is a County roadway which is partially located within the City limits of Casselberry. The City and County have each been planning various improvements to their respective infrastructure along Anchor Road from State Road 436 to Lyman Road. Through coordination of design activities, County and City staff determined that it would be beneficial to accomplish the improvements falling within the roadway corridor under a single project and contract, which the City would manage. These include an improved stormwater system with curb and gutter, construction of sidewalks, and installation of utility lines.

City and County staffs have worked together in the preparation of construction plans and required permitting for the combined project. This joint project will be financed from multiple sources, including City funds, federal Community Development Block Grant (CDBG) funds, and Seminole County infrastructure sales tax funds. The proposed Joint Facilities Agreement outlines project procedures, responsibilities, and funding mechanisms. Consistent with the County's Fiscal Year 2007/08 Annual Budget, the Agreement also provides for payment to the City of up to \$1.6 million of County 2001 Infrastructure Sales Tax funding for these improvements.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Joint Facilities Agreement between the City of Casselberry and Seminole County in conjunction with the Anchor Road Drainage Improvement Project (Capital Improvement Project #00209102). This agreement authorizes the City of Casselberry to manage the construction of the proposed improvements.

ATTACHMENTS:

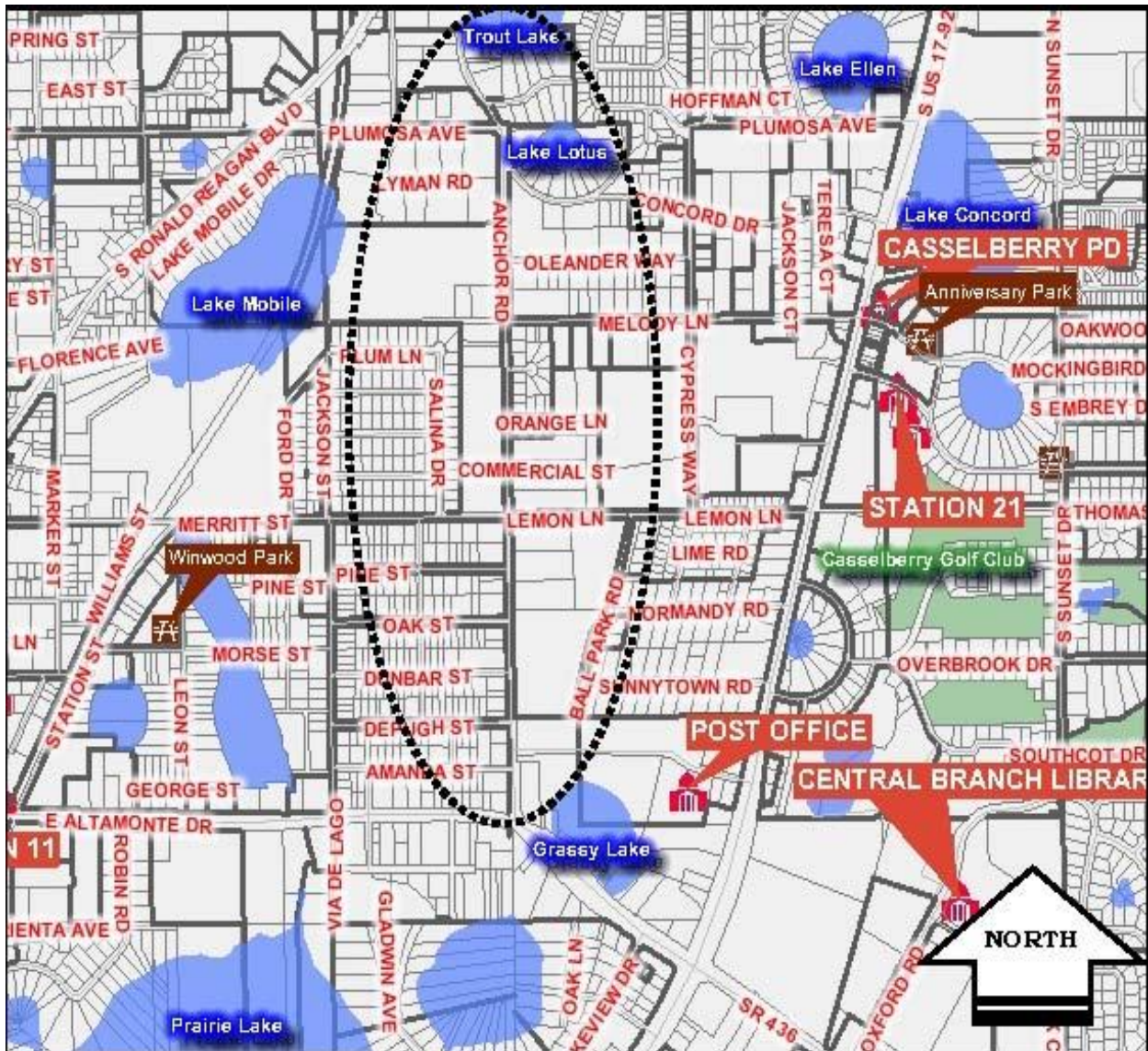
1. Location Map
2. Casselberry Resolution 08-1912 Anchor Road
3. Agreement

Additionally Reviewed By:

- ☐ County Attorney Review (Matthew Minter)
- ☐ Budget Review (Fredrik Coulter, Lisa Spriggs)

Location Map

Anchor Road Stormwater Improvement Project



RESOLUTION 08-1912

"A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, AUTHORIZING THE EXECUTION OF THE SEMINOLE COUNTY/CITY OF CASSELBERRY INTERLOCAL CONSTRUCTION AGREEMENT FOR ANCHOR ROAD; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE."

WHEREAS, the City has determined the need to provide pedestrian, drainage, roadway, and utility enhancements that will serve surrounding low-income areas on Anchor Road; and

WHEREAS, the Anchor Road Improvements Project is a joint City-County project that includes multiple funding sources, including funding from the City, Seminole County, and the Federal Government; and

WHEREAS, Seminole County has prepared and submitted an Interlocal Construction Agreement that will allow the City to manage the project and access County funds designated for the project; and

WHEREAS, Public Works staff has reviewed the Interlocal Agreement submitted by Seminole County and has found it to be favorable to the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves the Seminole County/City of Casselberry Interlocal Construction Agreement for Anchor Road, attached as "Attachment A", and authorizes the Mayor to execute said document on behalf of the City.

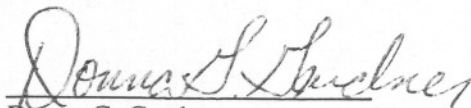
SECTION II. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION III. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION IV. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 25th day of August, AD 2008.

ATTEST:



Donna G. Gardner
City Clerk


Bob Goff
Mayor/Commissioner

ATTACHMENT "A"

SEMINOLE COUNTY / CITY OF CASSELBERRY
JOINT FACILITIES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as **COUNTY**, and the **CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as **CITY**.

WITNESSETH:

WHEREAS, Anchor Road from State Road 436 to Lyman Road (hereafter, "Anchor Road") is a County Road which is partially located in the city limits of **CITY**, and is of significant interest and concern to the citizens of the **CITY** and the **COUNTY**; and


WHEREAS, the **CITY** and **COUNTY** have been planning certain improvement projects related to Anchor Road right of way, including improved stormwater system with curb and gutter, construction of sidewalks, and installation of utility lines. The parties have concluded that it would be in the public interest to accomplish these various improvements under a single project and contract. Such a combined project would be funded in part by **COUNTY** funds, in part by **CITY** funds, and in part by Community Development Block Grant (CDBG) funds; and

WHEREAS, the **CITY** and **COUNTY** have worked together in the preparation of construction plans and required permitting for the Joint Project for Anchor Road. The **COUNTY**'s portion of the Joint

Project includes the following: Sidewalk, curb and gutter, installation of stormwater pipes and construction of stormwater pond(s), collectively referred to as the "COUNTY Project." The COUNTY's financial share of the Joint Project is approximately 75.52% of the engineer's estimated construction cost; and

WHEREAS, the CITY desires, at its own expense, to construct and modify its water and sewer system located in the right-of-way of Anchor Road, herein referred to as the "CITY Project"; and

WHEREAS, the COUNTY desires the CITY to include and incorporate the COUNTY Project into a single contract to be managed by CITY, along with the contract for construction of the CITY Project (hereinafter, "Joint Project"), and the CITY is willing to provide such work under the terms and conditions hereinafter set forth; and

WHEREAS, this agreement is  authorized by the provisions of Chapters 125, 163 and 166, Florida Statutes, and other applicable law.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the COUNTY and the CITY agree as follows:


SECTION 1. PURPOSE. The purpose of this Agreement is for the CITY to provide the following work to the COUNTY in the manner hereinafter set forth:

(a) All work relating to the Anchor Road improvement project is to be accomplished according to the plans, specifications and bid documents prepared by Inwood Consulting Engineers for the Joint Project, which plans, specifications and bid documents are hereby incorporated herein by reference. If, at the time of the bid award, the projected construction cost for the complete Joint Project exceeds

available funding, the CITY and COUNTY shall agree upon a phase line and reduced scope to construct the maximum feasible extent of the project, with the highest priority extending from State Road 436 to Michelle Drive or Phase 1.

(b) The CITY shall advertise for, and receive all bids for the Joint Project, in accordance with the CITY's procurement code, except as modified herein. The awarded contract must expressly state that the COUNTY is a third-party beneficiary to the contract. **In consideration of the use of CDBG funds for this project, the request for bids must expressly state that the contractor must comply with the Davis-Bacon Act.** The request for bids must expressly include a requirement that the bid will be awarded to the lowest responsive and responsible bidder, and that the bid must apportion the work between the COUNTY Project and the CITY Project in approximately the same ratio as reflected in the engineer's estimate, attached hereto and incorporated by reference as Exhibit A. The CITY shall afford the COUNTY the opportunity to review all bids prior to bid award. The CITY shall notify the COUNTY of the presumptive bid award, based on the foregoing criteria. The COUNTY shall be given the opportunity to review the presumptive bid award, to verify that it satisfies the foregoing requirement that the price of the work is apportioned between the COUNTY Project and the CITY Project in approximately the same ratio as reflected in Exhibit A. However, if the COUNTY is able to demonstrate to the CITY that the presumptive bid reflects a significantly and materially different ratio between the cost of the COUNTY Project and the cost of the CITY Project, as compared to

Exhibit A, the CITY shall reject that bid, and award the contract to the lowest responsive and responsible bid that does satisfy that requirement.


(c) The CITY shall manage and administer the performance of the construction contract to ensure that the entire Joint Project is completed in accordance with the engineer's plans and specifications, and within the awarded contract amount (and any mutually approved change orders). The CITY shall be responsible for requiring performance and maintenance bonds for the entire Joint Project from a recognized bonding or insurance company, and with appropriate coverages so that the Joint Project can be completed within the contract amount in the event of a default by the contractor. In the event that the contractor does not properly complete the work, the COUNTY shall not be financially  liable for more than the COUNTY's maximum financial participation in the Joint Project, as specified in SECTION 3.a., below. The COUNTY may, however, agree to increase the amount of its payment under this agreement by a written change order, which change order must be approved by COUNTY before any additional work is authorized by the CITY related to the COUNTY Project. The CITY may utilize the services of one or more professional engineers under contract to the CITY, to perform on-site inspection and engineering services related to the Joint Project, including but not limited to, soils and materials testing, surveys for as-builts and quantities during construction (collectively referred to as "CEI Services"). The CITY shall expressly state in any work orders issued

involving such CEI Services for work on the JOINT Project that the COUNTY is a third-party beneficiary with respect to such work order.

(d) The CITY shall, by written notification, afford the COUNTY a reasonable time to inspect the work on the COUNTY Project before the CITY accepts the entire Joint Project as complete. The COUNTY agrees to timely notify the CITY in writing of any aspect of the work that does not appear to have been completed in accordance with the project plans and specifications, so that the CITY may have the benefit of this information before it makes a decision whether or not to accept the work. Upon completion and acceptance of the work by the CITY, the CITY shall transfer all respective engineer's certificates and contractor's and manufacturer's bonds, indemnities and warranties that relate to the COUNTY Project, to the COUNTY, by written assignment. The water and sewer facilities shall remain the property of the CITY, and shall be operated and maintained by the CITY, according to the terms of the COUNTY's standard right-of-way utilization permit pertaining to the occupancy or use of COUNTY rights-of-way.

(e) The CITY shall manage and administer the construction contract for the entire Joint Project. Notwithstanding that, the COUNTY, through the COUNTY Engineer, shall have the right at all times to non-obtrusively inspect the work and the CEI Services. The CITY shall, upon request, furnish three (3) copies of pertinent reports and engineering drawings, to the COUNTY. Although the CITY shall have final authority to direct the work of the contractor, the COUNTY shall notify the CITY as to any portion of the work, whether in the CITY Project or the COUNTY Project, that does not appear to conform to the

project plans and specifications. The COUNTY and the CITY agree to work together cooperatively in order to discover and resolve any such problem areas in the work that may arise. Subject to the COUNTY's right to provide comment to the CITY as specified herein, the CITY or its CEI shall have final decision making authority, as between it and the contractor, to resolve all disputes, questions, and difficulties of whatever nature that may arise under or by reason of the work, prosecution and fulfillment of the services and work under the contract, and the character, quality, amount and value thereof.

(f) The CITY shall, upon completion and acceptance of the Joint Project, furnish the COUNTY with one (1) set of reproducible as-built drawings of the COUNTY Project. For purposes of this Agreement, the term "as-built drawings" means a revised set of drawings signed and sealed by a State of Florida  licensed professional engineer or land surveyor, reflecting all changes made during the construction as compared to the plans and specifications, and showing exact dimensions, geometry, size, elevation, and location of all elements of the work completed under the contract.

SECTION 2. ADMINISTRATIVE AGENT. The CITY is designated as the party to administer the construction contract by and through its departments and officers, consultants and independent contractors.

SECTION 3. COST COMPUTATION. The COUNTY's share of the cost of the Joint Project shall be determined as follows:

(a) In consideration of the promises contained herein, the COUNTY agrees to pay CITY, up to a maximum of ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00), for the portion of the

awarded contract work on the Joint Project that reflects the COUNTY Project components as itemized on Exhibit A, including the ROADWAY items and the SIGNING AND PAVEMENT MARKING items, **less a credit for any CDBG funds to be paid to the CITY which may apply to any of those items.** To the extent that the cost of the COUNTY Project work, **even after a credit of applicable CDBG amounts,** exceeds ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00), the CITY and the COUNTY agree to complete the construction of Phase 1, as described in subsection 1 a), above. But, to the extent that the total cost of the COUNTY Project work **after the credit for applicable CDBG amounts,** is less than ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00), such lesser amount shall be the extent of the COUNTY's funding obligation and share under this Agreement. Any balance of COUNTY funds remaining at the end of the project shall be promptly refunded to the COUNTY. Upon CITY's notification to COUNTY that it has awarded the construction contract for the work described in Exhibit A, the COUNTY shall pay to the CITY in advance, ninety percent (90%) of the COUNTY's share as described above. These funds paid by the COUNTY to the CITY shall be held in a separate CITY account dedicated to this project, from which amounts will be drawn by the CITY to pay invoices of the contractor for work accomplished on the COUNTY Project.

(b) The COUNTY shall not be financially liable for any additional work beyond that specified in the engineer's plans and specifications in the awarded contract, without advance notification and concurrence of the COUNTY Engineer; provided, however, that if, in

the opinion of the CITY's CEI, an emergency exists with respect to the COUNTY Project work, the CEI may authorize measures which, in his or her professional opinion, are reasonably necessary to prevent or mitigate damages which might result from such emergency. In any such situation, the CITY shall provide verbal or telephonic notice of the emergency situation as soon as reasonably practicable under the circumstances, with a follow-up written confirmation.

(c) Upon completion of the construction contract and final acceptance of the work by the CITY, the CITY shall transfer and assign to the COUNTY the applicable engineering as-built plans, in addition to the items listed on Exhibit B. The parties shall work to cooperatively resolve any disputes with respect to the acceptability of the completed work on the COUNTY Project. In the event that the parties cannot resolve such a dispute, the COUNTY may withhold payment of its ten percent (10%) retainage until there is a final resolution of the matter.

SECTION 4. EMPLOYEE STATUS. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall have no claim to pension, retirement, workers' compensation, unemployment compensation, civil service or other employee rights, privileges or benefits granted by the other party.

SECTION 5. COOPERATION. In order to accomplish the purposes and goals of this Agreement, the parties agree to cooperate with one another and to take whatever additional actions, consistent with the terms of this Agreement, as are reasonably necessary. This paragraph

does not authorize the expenditure of additional funds by either party.

SECTION 6. LIABILITY. Neither party shall indemnify the other as to claims arising out of the performance of this Agreement, and each party shall be responsible for its own negligence.

SECTION 7. DISPUTE RESOLUTION. Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Bar-Certified Circuit Court Civil Mediator, within sixty (60) days following the date of such writing. The parties agree that, in the event that any dispute cannot be resolved by such mediation, it shall be resolved by civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida. The parties further agree that any such action shall be tried to the Court, and hereby waive the right to jury trial as to such action.

SECTION 8. ENTIRE AGREEMENT.

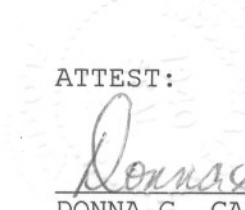
(a) The parties acknowledge that there is a separate Agreement between the parties for the CDBG funds related to this project. As to the matters contained herein, the parties acknowledge that the entire Agreement of the parties is set forth in this Agreement, and this Agreement supersedes any and all oral agreements and negotiations of the parties to the contrary. The parties have both been involved in drafting the terms of this Agreement, and this Agreement shall not be construed more favorably to one party or the other with respect to draftsmanship.

(b) Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and fully executed by both parties.



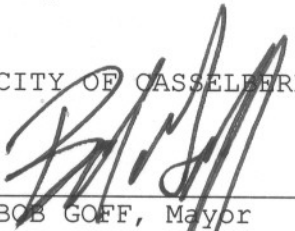
IN WITNESS WHEREOF, the parties hereto have made and executed
this Agreement for the purposes herein expressed.

ATTEST:


Donna G. Gardner
DONNA G. GARDNER, City Clerk

CITY OF CASSELBERRY

By:


BOB GOFF, Mayor

Date:

8-25-08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:


Brenda Carey
BRENDA CAREY, Chairman

Date:

Maryanne Morse
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

 As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

County Attorney

MGM/sb

08/08/08

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Exhibit 'A'

PRELIMINARY PROJECT CONSTRUCTION COST

ANCHOR ROAD - PHASE I - SR. 436 to Merrit St. August 2008

ROADWAY ITEMS					
Pay Item No.	Description	Units	Quantity	Unit Cost	Total
101-1	MOBILIZATION (10% OF ROADWAY SUBTOTAL)	LS	1	\$141,485.60	\$141,485.60
102-1	MAINTENANCE OF TRAFFIC (10% OF PROJECT)	LS	1	\$128,623.27	\$128,623.27
104-10-2	SYNTHETIC BALES	LF	110	\$10.09	\$1,109.90
104-11	FLOATING TURBIDITY BARRIER	LF	132	\$12.28	\$1,620.96
104-12	STAKED TURBIDITY BARRIER	LF	47	\$5.98	\$281.06
104-13-1	STAKED SILT FENCE (TYPE 3)	LF	6800	\$0.96	\$6,528.00
104-16	ROCK BAGS	EA	234	\$9.21	\$2,155.14
120-1	REGULAR EXCAVATION	CY	46653	\$6.02	\$280,851.06
120-6	EMBANKMENT	CY	2360	\$12.20	\$28,792.00
160-4	TYPE B STABILIZATION	SY	7372	\$4.99	\$36,786.28
425-1-351	CURB INLET TYPE 5 (<10')	EA	8	\$4,095.36	\$32,762.88
425-1-361	CURB INLET TYPE 6 (<10')	EA	6	\$4,443.47	\$26,660.82
425-1-451	CURB INLET TYPE 5 (<10') (J-BOTTOM)	EA	7	\$6,276.84	\$43,937.88
425-1-521	DBI TYPE C NO PAVT. (4.5X3.3) (<10')	EA	2	\$2,686.02	\$5,372.04
425-1-531	DBI TYPE C MODIFIED 6' SW (<10')	EA	5	\$2,893.13	\$14,465.65
425-1-533	DBI TYPE C MODIFIED 6' SW (<10') (J-BOTTOM)	EA	2	\$5,792.75	\$11,585.50
425-1-549	DBI TYPE D NO PAVT. (<10') (MODIFY)	EA	3	\$3,323.62	\$9,970.86
425-1-559	DBI TYPE E NO PAVT. (5.8X4.3) (<10') (MODIFY)	EA	1	\$6,954.44	\$6,954.44
425-2-61	MANHOLE (P-8) (<10')	EA	2	\$3,628.50	\$7,257.00
425-2-91	MANHOLE (J-8) (<10')	EA	2	\$5,990.92	\$11,981.84
425-2-93	MANHOLE (J-8) (PARTIAL) (<10')	EA	1	\$4,148.57	\$4,148.57
425-2-101	MANHOLE (J-8) (SPECIAL) (<10')(CONFLICT STRUCTURE)	EA	1	\$8,270.21	\$8,270.21
425-5	ADJUSTING MANHOLES (STANDARD)	EA	2	\$630.54	\$1,261.08
430-171-101	STORM SEWER PIPE CULVERT RCP (UP TO 24")	LF	1631	\$69.34	\$113,093.54
430-171-102	STORM SEWER PIPE CULVERT RCP (25" to 36")	LF	979	\$106.92	\$104,674.68
430-171-103	STORM SEWER PIPE CULVERT RCP (37" TO 48")	LF	633	\$171.72	\$108,698.76
430-171-201	ELLIP. STORM SEWER PIPE CULVERT OPT MTRL (UP TO 24")	EA	76	\$74.14	\$5,634.64
430-982-125	MITERED END SECTION (18" RCP)	EA	2	\$1,025.91	\$2,051.82
430-982-133	MITERED END SECTION (30" RCP)	EA	4	\$2,282.03	\$9,128.12
430-982-140	MITERED END SECTION (42" RCP)	EA	2	\$3,100.00	\$6,200.00
515-2-301	PEDESTRIAN RAILING (ALUMINUM) (PICKETT)	LF	168	\$52.63	\$8,841.84
520-1-10	CONCRETE CURB AND GUTTER (TYPE F)	LF	4244	\$17.62	\$74,779.28
522-1	CONCRETE SIDEWALK, 4" THICK	SY	2242	\$41.74	\$93,581.08
522-2	CONCRETE SIDEWALK, 6" THICK	SY	480	\$50.81	\$24,388.80
530-3-3	RIPRAP-RUBBLE (BANK & SHORE)	TN	24.5	\$95.56	\$2,341.22
550-10-222	FENCE (TYPE B) (BLACK VINYL COATING)	LF	2820.0	\$18.00	\$50,760.00
550-60-235	FENCE GATE (SLIDING/CANTILEVER) (24' OPENING)	EA	2.0	\$4,350.00	\$8,700.00
570-1	PERFORMANCE TURF (CONTRACTOR'S OPTION)	SY	29500	\$1.13	\$33,335.00
580-1-1	LANDSCAPE COMPLETE - SMALL PLANTS	LS	1	\$5,000.00	\$5,000.00
999-1	VINYL SHEET PILE BAFFLE	SF	3850	\$22.00	\$84,700.00
635-1-11	JUNCTION BOXES (PULL BOX) (F & I)	EA	2	\$474.07	\$948.14
660-2-106	LOOP ASSEMBLY (TYPE F) (F & I) (6'x40')	AS	2	\$921.22	\$1,842.44
700-20-11	SIGN SINGLE POST (<12 SF) (F&I)	AS	10	\$322.60	\$3,226.00
700-20-40	SIGN EXISTING (RELOCATE) (SINGLE POST)	AS	2	\$244.77	\$489.54
700-20-60	SIGN EXISTING (REMOVE) (SINGLE POST)	AS	14	\$33.19	\$464.66
705-10-4	OBJECT MARKER TYPE 4	EA	3	\$200.00	\$600.00
ROADWAY TOTAL					\$1,556,342

Exhibit 'A'

PRELIMINARY PROJECT CONSTRUCTION COST

ANCHOR ROAD - Phase II - Merrit St. to Lyman Rd.

ROADWAY ITEMS

Pay Item No.	Description	Units	Quantity	Unit Cost	Total
101-1	MOBILIZATION (10% OF ROADWAY SUBTOTAL)	LS	1	\$93,920.11	\$93,920.11
102-1	MAINTENANCE OF TRAFFIC (10% OF PROJECT)	LS	1	\$85,381.92	\$85,381.92
104-10-2	SYNTHETIC BALES	LF	44	\$10.09	\$443.96
104-12	STAKED TURBIDITY BARRIER	LF	139	\$5.98	\$831.22
104-13-1	STAKED SILT FENCE (TYPE 3)	LF	5005	\$0.96	\$4,804.80
104-16	ROCK BAGS	EA	262	\$9.21	\$2,413.02
120-1	REGULAR EXCAVATION	CY	5464	\$6.02	\$32,893.28
120-6	EMBANKMENT	CY	4404	\$12.20	\$53,728.80
160-4	TYPE B STABILIZATION	SY	13159	\$4.99	\$65,663.41
425-1-351	CURB INLET TYPE 5 (<10')	EA	14	\$4,095.36	\$57,335.04
425-1-361	CURB INLET TYPE 6 (<10')	EA	7	\$4,443.47	\$31,104.29
425-1-451	CURB INLET TYPE 5 (<10') (J-BOTTOM)	EA	1	\$6,276.84	\$6,276.84
425-1-461	CURB INLET TYPE 6 (<10') (J-BOTTOM)	EA	1	\$6,478.86	\$6,478.86
425-1-521	DBI TYPE C NO PAVT. (4.5X3.3) (<10')	EA	4	\$2,686.02	\$10,744.08
425-1-531	DBI TYPE C MODIFIED 6' SW (<10')	EA	2	\$2,893.13	\$5,786.26
425-1-533	DBI TYPE C MODIFIED 6' SW (<10') (J-BOTTOM)	EA	2	\$5,792.75	\$11,585.50
425-2-61	MANHOLE (P-8) (<10')	EA	2	\$3,628.50	\$7,257.00
425-2-91	MANHOLE (J-8) (<10')	EA	2	\$5,990.92	\$11,981.84
425-5	ADJUSTING MANHOLES (STANDARD)	EA	2	\$630.54	\$1,261.08
430-171-101	STORM SEWER PIPE CULVERT RCP (UP TO 24")	LF	1641	\$69.34	\$113,786.94
430-171-102	STORM SEWER PIPE CULVERT RCP (25" to 36")	LF	662	\$106.92	\$70,781.04
430-171-201	ELLIP. STORM SEWER PIPE CULVERT OPT MTRL (UP TO 24")	EA	123	\$74.14	\$9,119.22
430-963-1	PVC PIPE (4")	LF	30	\$14.89	\$446.70
430-982-125	MITERED END SECTION (18" RCP)	EA	1	\$1,025.91	\$1,025.91
430-982-129	MITERED END SECTION (24" RCP)	EA	3	\$1,766.26	\$5,298.78
430-982-625	MITERED END SECTION (14"X23" ERCP)	EA	3	\$945.42	\$2,836.26
515-2-301	PEDESTRIAN RAILING (ALUMINUM) (PICKETT)	LF	72	\$52.63	\$3,789.36
520-1-10	CONCRETE CURB AND GUTTER (TYPE F)	LF	6724	\$17.62	\$118,476.88
520-2-2	CONCRETE CURB AND GUTTER (TYPE B)	LF	54	\$17.75	\$958.50
522-1	CONCRETE SIDEWALK, 4" THICK	SY	3671	\$41.74	\$153,227.54
522-2	CONCRETE SIDEWALK, 6" THICK	SY	784	\$50.81	\$39,835.04
530-3-3	RIPRAP-RUBBLE (BANK & SHORE)	TN	22.9	\$95.56	\$2,188.32
570-1	PERFORMANCE TURF (CONTRACTOR'S OPTION)	SY	10540	\$1.13	\$11,910.20
700-20-11	SIGN SINGLE POST (<12 SF) (F&I)	AS	26	\$322.60	\$8,387.60
700-20-60	SIGN EXISTING (REMOVE) (SINGLE POST)	AS	35	\$33.19	\$1,161.65
ROADWAY TOTAL					\$1,033,121

Exhibit 'A'

PRELIMINARY PROJECT CONSTRUCTION COST

ANCHOR ROAD - SR 436 To Lyman Road (August 2008)

Utility Items					
Pay Item No.	Description	Units	Quantity	Unit Cost	Total
101-1	MOBILIZATION (10% OF UTILITY SUBTOTAL)	LS	1	\$76,215.71	\$76,215.71
102-1	MAINTENANCE OF TRAFFIC (10% OF UTILITY PROJECT)	LS	1	\$69,287.01	\$69,287.01
425-5-1	MANHOLES - ADJUST (UTILITIES)	EA	2	\$687.98	\$1,375.96
425-6	VALVE BOX - ADJUST	EA	4	\$326.65	\$1,306.60
1050-11-223	UTILITY PIPE (F&I) (PVC) (WATER/SEWER) (5.0-7.9")	LF	285	\$71.70	\$20,434.50
1050-11-224	UTILITY PIPE (F&I) (PVC) (WATER/SEWER) (8.0-19.9")	LF	4386	\$73.46	\$322,195.56
1050-11-321	UTILITY PIPE (F&I) (PE) (WATER/SEWER) (0.0-1.9")	LF	88	\$41.75	\$3,674.00
1050-16-001	UTILITY PIPE (R&D) (0-1.9")	LF	25	\$4.65	\$116.25
1050-16-002	UTILITY PIPE (R&D) (2.0"-4.9")	LF	994	\$6.49	\$6,451.06
1050-16-004	UTILITY PIPE (R&D) (8.0-19.9")	LF	1875	\$14.97	\$28,068.75
1055-11-414	UTILITY FITTINGS (F&I) (DI/CI) (ELBOW) (8.0-19.9")	EA	34	\$465.43	\$15,824.62
1055-11-424	UTILITY FITTINGS (F&I) (DI/CI) (TEE) (8.0-19.9")	EA	8	\$702.08	\$5,616.64
1055-11-434	UTILITY FITTINGS (F&I) (DI/CI) (REDUCER) (8.0-19.9")	EA	1	\$526.72	\$526.72
1055-11-444	UTILITY FITTINGS (F&I) (DI/CI) (UNION) (8.0-19.9")	EA	9	\$739.27	\$6,653.43
1055-11-454	UTILITY FITTINGS (F&I) (DI/CI) (CAP/PLUG) (8.0-19.9")	EA	8	\$395.06	\$3,160.48
1055-11-494	UTILITY FITTINGS (F&I) (DI/CI) (SPECIAL-CROSS) (8.0-19.9")	EA	1	\$243.03	\$243.03
1080-11-101	UTILITY FIXTURES (F&I) (0-1.9") (VALVE/METER BOX)	EA	4	\$947.45	\$3,789.80
1080-11-103	UTILITY FIXTURES (F&I) (0-1.9") (TAPPING SADDLE/SLEEVE)	EA	4	\$3,000.00	\$12,000.00
1080-11-104	UTILITY FIXTURES (F&I) (0-1.9") (VALVE ASSEMBLY)	EA	4	\$500.00	\$2,000.00
1080-11-206	UTILITY FIXTURES (F&I) (2.0-4.9") (VAC/AIR ASSEMBLY)	EA	6	\$4,087.18	\$24,523.08
1080-11-304	UTILITY FIXTURES (F&I) (5.0-7.9") (VALVE ASSEMBLY)	EA	3	\$1,203.01	\$3,609.03
1080-11-309	UTILITY FIXTURES (F&I) (5.0-7.9") (MECHANICAL JOINT RESTRAINT)	EA	10	\$750.00	\$7,500.00
1080-11-403	UTILITY FIXTURES (F&I) (8.0-19.9") (TAPPING SADDLE/SLEEVE)	EA	5	\$5,768.35	\$28,841.75
1080-11-404	UTILITY FIXTURES (F&I) (8.0-19.9") (VALVE ASSEMBLY)	EA	20	\$2,244.86	\$44,897.20
1080-11-407	UTILITY FIXTURES (F&I) (8.0-19.9") (LINE STOP ASSEMBLY)	EA	5	\$8,366.89	\$41,834.45
1080-11-409	UTILITY FIXTURES (F&I) (8.0-19.9") (MECHANICAL JOINT RESTRAINT)	EA	51	\$1,000.00	\$51,000.00
1644-113-08	FIRE HYDRANT (F&I) (STANDARD) (TWO HOSE, ONE PUMPER) (6")	EA	14	\$3,953.96	\$55,355.44
1644-900-	FIRE HYDRANT (REMOVE)	EA	2	\$935.85	\$1,871.70
UTILITY SUBTOTAL					\$838,373

TOTAL ESTIMATED PROJECT COST**\$3,427,836**

Exhibit 'B'

Seminole County Project Close Out List

- 1) Subcontractor's / Vendor's Release for each Notice to Owner
- 2) Certificate of Final Inspection
- 3) Consent of Surety to Final Payment
- 4) Contractor's Waiver
- 5) Material and Workmanship
- 6) Certificate of Final Completion
- 7) Contractors Release
- 8) Certificate of Engineer
- 9) Signed and Sealed As-Builts
- 10) Fully executed close out by the City